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5 Attorney for Defendants Brian and Corrina Colvin

6 **IN THE UNITED STATES DISTRICT COURT**  
7  
**FOR THE DISTRICT OF ARIZONA**

8  
9 Valentino Dimitrov, individually, and  
10 on behalf of all others similarly  
situated,

11 Plaintiffs,  
12 vs.  
13

14 Stavatti Aerospace, Ltd, a Minnesota  
15 corporation; Stavatti Aerospace, Ltd, a  
16 Wyoming corporation; Stavatti  
17 Corporation, a Minnesota corporation;  
Stavatti Immobiliare, Ltd, a Wyoming  
18 corporation; Stavatti Industries, Ltd, a  
Wyoming corporation; Stavatti  
19 Niagara, Ltd, a New York corporation;  
Stavatti Super Fulcrum, Ltd, a  
20 Wyoming corporation; Stavatti  
Ukraine, a Ukrainian business entity;  
Stavatti Heavy Industries Ltd, a Hawaii  
21 corporation; Christopher Beskar and  
Maja Beskar, husband and wife; Brian  
22 Colvin and Corrina Colvin, husband  
and wife; John Simon and Jean Simon,  
23 husband and wife; William McEwen  
and Patricia McEwen, husband and  
wife; Rudy Chacon and Jane Doe  
24 Chacon, husband and wife; and DOES  
25 1 through 10, inclusive,

26  
27 Defendants.  
28

Case No.: 2:23-CV-00226-DJH

**ANSWER RE DEFENDANTS BRIAN  
AND CORRINA COLVIN**

(Assigned to the Honorable  
G. Murray Snow)

1 Defendants Brian (“Colvin”) and Corrina Colvin, for their Answer to the  
2 Complaint, hereby state as follows: This Answer follows the same paragraph numbers used  
3 in the Complaint:

4 1. Colvin affirmatively alleges that he never negligently or fraudulently  
5 induced Plaintiff to make any investment with Stavatti. Colvin lacks sufficient knowledge,  
6 information or belief regarding the remaining allegations and therefore denies the same.

7 2. Upon information and belief, Colvin admits that Stavatti an aerospace  
8 company that Plaintiff invested \$1,000,000 in Stavatti Aerospace, LTD, as evidenced by a  
9 certain promissory note between Plaintiff and Stavatti Aerospace, LTD, and that the  
10 investment was to be repaid by May 1, 2022, and Stavatti Aerospace, LTD failed to timely  
11 repay Plaintiff. Colvin denies the remaining allegations.

12 3. Admitted.

13 4. Admitted.

14 5. Colvin admits that at all relevant time that he acted within the scope of his  
15 employment with Stavatti. Colvin lacks sufficient knowledge, information or belief  
16 regarding the remaining allegations and therefore denies the same.

17 6. Admitted.

18 7. Upon information and belief, admitted.

19 8. Colvin lacks sufficient knowledge, information or belief to admit or deny  
20 the allegations and therefore denies the same.

21 9. Upon information and belief, admitted,

22 10. Upon information and belief, admitted.

23 11. Colvin lacks sufficient knowledge, information or belief to admit or deny  
24 the allegations and therefore denies the same.

25 12. Colvin lacks sufficient knowledge, information or belief to admit or deny  
26 the allegations and therefore denies the same.

1       13. Colvin lacks sufficient knowledge, information or belief to admit or deny the  
2 allegations and therefore denies the same.

3       14. Colvin lacks sufficient knowledge, information or belief to admit or deny  
4 the allegations and therefore denies the same.

5       15. Colvin lacks sufficient knowledge, information or belief to admit or deny  
6 the allegations and therefore denies the same.

7       16. Colvin lacks sufficient knowledge, information or belief to admit or deny  
8 the allegations and therefore denies the same.

9       17. Colvin lacks sufficient knowledge, information or belief to admit or deny  
10 the allegations and therefore denies the same.

11       18. Colvin admits that at all relevant time that he acted within the scope of his  
12 employment with Stavatti. Colvin lacks sufficient knowledge, information or belief  
13 regarding the remaining and therefore denies the same.

14       19. Colvin lacks sufficient knowledge, information or belief to admit or deny  
15 the allegations and therefore denies the same.

16       20. Upon information and belief, admitted.

17       21. Admitted.

18       22. Denied.

19       23. Colvin lacks sufficient knowledge, information or belief to admit or deny  
20 the allegations and therefore denies the same.

22       24. Colvin lacks sufficient knowledge, information or belief to admit or deny  
23 the allegations and therefore denies the same.

24       25. Colvin lacks sufficient knowledge, information or belief to admit or deny  
25 the allegations and therefore denies the same.

26       26. Admitted.

27       27. Colvin lacks sufficient knowledge, information or belief to admit or deny  
28 the allegations and therefore denies the same.

1       28. Colvin lacks sufficient knowledge, information or belief to admit or deny  
2 the allegations and therefore denies the same.

3       29. Colvin admits that at all relevant time that he acted within the scope of his  
4 employment with Stavatti. Colvin lacks sufficient knowledge, information or belief  
5 regarding the remaining allegations and therefore denies the same.

## 6                   **FACTUAL ALLEGATIONS**

7       30. Colvin admits that Stavatti Aerospace, LTD is an aerospace company that  
8 regularly solicits investors. Colvin also admits that Plaintiff made a \$1 million loan to  
9 Stavatti Aerospace, LTD, which became due and payable on or before May 1, 2022, as  
10 evidence by that certain Promissory Note attached as Exhibit A to the Complaint. Colvin  
11 denies the remaining allegations.

12      31. Colvin affirmatively alleges that the quote relates to presales of the  
13 Hovercraft.

14      32. Colvin affirmatively alleges that was provided with a copy of the Stavatti  
15 SM-29E Super Fulcrum Confidential Private Placement Memorandum. Colvin lacks  
16 sufficient knowledge, information or belief regarding the remaining allegations and  
17 therefore denies the same.

18      33. Upon information and belief, Colvin admits that Stavatti never paid Plaintiff  
19 according to the Promissory Note. Colvin also admits that Exhibit C is a copy of the  
20 Stavatti SM-29E Super Fulcrum Confidential Private Placement Memorandum. Colvin  
21 lacks sufficient knowledge, information or belief regarding the remaining allegations and  
22 therefore denies the same.

23      34. Upon information and belief, admitted.

24      35. Admitted. Colvin affirmatively alleges that the information in the letter  
25 was prepared based on information provided by DelMorgan and Co. and CEO Chris  
26 Beskar.

27      36. Admitted.

1 37. Admitted.

2 38. Admitted.

3 39. Upon information and belief, admitted.

4 40. Upon information and belief, admitted.

5 41. Admitted.

6 42. Colvin admits that he sent numerous text messages to Plaintiff. Colvin  
7 affirmatively alleges that at the time that time he believed and expected that Stavatti would  
8 receive additional funding that could be used to pay Plaintiff. Colvin denies the remaining  
9 allegations.

10 43. Colvin admits that he and others at Stavatti sent written communications to  
11 Plaintiff stating that Stavatti anticipated receiving additional funding that could be used to  
12 pay Plaintiff. Colvin denies the remaining allegations.

13 44. Colvin admits that Plaintiff requested documents regarding Stavatti's  
14 liquidity. Colvin denies the remaining allegations.

15 45. Denied.

16 46. Colvin affirmatively alleges that Stavatti is an aerospace company that  
17 designs and develops aircraft and aerospace products. Colvin admits that Stavatti has not  
18 built any aircrafts to date. Colvin denies the remaining allegations.

19 47. Denied.

20 48. Denied.

21 49. Colvin admits that Stavatti has not built any aircrafts. Colvin lacks  
22 sufficient knowledge, information or belief regarding the remaining allegations and  
23 therefore denies the same.

24 50. Colvin admits that Stavatti has not built any aircrafts. Colvin lacks  
25 sufficient knowledge, information or belief regarding the remaining allegations and  
26 therefore denies the same.

27 51. Denied.

1       52.    Colvin lacks sufficient knowledge, information or belief to admit or deny  
2 the allegations and therefore denies the same.

3       53.    Admitted.

4       54.    Colvin lacks sufficient knowledge, information or belief to admit or deny  
5 the allegations and therefore denies the same.

6       55.    Colvin affirmatively alleges that Plaintiff was told that he would be paid  
7 back as soon as they obtained new funding, whether from equity investments or loans.  
8 Colvin denies the remaining allegations.

9       56.    Colvin affirmatively alleges that DelMorgan and Co., were engaged to raise  
10 capital for Stavatti and to secure a bridge loan. Colvin denies the remaining allegations.

11      57.    Denied.

12      58.    Colvin lacks sufficient knowledge, information or belief to admit or deny  
13 the allegations and therefore denies the same.

14      59.    Denied.

15      60.    Denied.

16      61.    Denied.

17      62.    Denied.

18      63.    Denied.

19      64.    Denied.

20      65.    Denied.

21      66.    Denied.

22      67.    Denied.

23                    **COUNT ONE**

24                    **RICO VIOLATIONS**

25      68.    Colvin repeats the answers provided above.

26      69.    Upon information and belief, admitted.

27      70.    Colvin lacks sufficient knowledge, information or belief to admit or deny

1 the allegations and therefore denies the same.

2 71. Colvin lacks sufficient knowledge, information or belief to admit or deny  
3 the allegations and therefore denies the same.

4 72. Colvin lacks sufficient knowledge, information or belief to admit or deny  
5 the allegations and therefore denies the same.

6 73. Colvin lacks sufficient knowledge, information or belief to admit or deny  
7 the allegations and therefore denies the same.

8 74. Colvin lacks sufficient knowledge, information or belief to admit or deny  
9 the allegations and therefore denies the same.

10 75. Denied.

11 76. Colvin lacks sufficient knowledge, information or belief to admit or deny  
12 the allegations and therefore denies the same.

13 77. Denied.

14 78. Denied.

15 79. Denied.

16 80. Denied.

17 81. Denied.

18 82. Denied.

19 **COUNT TWO**

20 BREACH OF CONTRACT

21 83. Colvin repeats the answers provided above.

22 84. Colvin lacks sufficient knowledge, information or belief to admit or deny  
23 the allegations and therefore denies the same.

24 85. Colvin admits that Plaintiff and Stavatti entered into the Promissory Note to  
25 loan Stavatti \$1,000,000.00 and that and Stavatti agreed to pay back the loan to Plaintiff on  
26 the terms and conditions provided in the Promissory Note. Colvin denies the remaining  
27 allegations.

86. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

87. Colvin affirmatively alleges that the loan was made to Stavatti and that Stavatti acknowledged receipt of the funds. Colvin denies the remaining allegations.

88. Admitted.

89. Colvin admits that Plaintiff made a loan to Stavatti and that Stavatti agreed to pay back the loan to Plaintiff on the terms and conditions provided in the Promissory Note. Colvin denies the remaining allegations.

90. Admitted.

91. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

92. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

## **COUNT THREE**

## FRAUD

93. Colvin repeats the answers provided above.

94. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

95. Denied.

96 Denied

97 Denied

98 Denied

99 Denied

100. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

101 Denied

## COUNT FOUR

## FRAUD IN THE INDUCEMENT

102. Colvin repeats the answers provided above.

103. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

104. Denied.

105. Denied.

106. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

107. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

108. Denied.

109. Denied.

## **COUNT FIVE**

## CONVERSION

110. Colvin repeats the answers provided above.

111. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

112. Denied.

113. Denied.

114. Denied.

115. Denied.

116 Denied

## COUNT SIX

## BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

117. Colvin repeats the answers provided above.

118. Colvin lacks sufficient knowledge, information or belief to admit or deny the allegations and therefore denies the same.

1 119. Colvin admits that Stavatti entered into a written Promissory Note with  
2 Plaintiff that required it to repay of Plaintiff's investment on or before May 1, 2022.  
3 Colvin denies the remaining allegations.

4 120. Denied.

5 121. Denied.

6 122. Denied.

7 **COUNT SEVEN**

8 BREACH OF FIDUCIARY DUTY

9 123. Colvin repeats the answers provided above.

10 124. Colvin lacks sufficient knowledge, information or belief to admit or deny  
11 the allegations and therefore denies the same.

12 125. Colvin lacks sufficient knowledge, information or belief to admit or deny  
13 the allegations and therefore denies the same.

14 126. Denied.

15 127. Denied.

16 128. Denied.

17 129. Denied.

18 130. Denied.

19 **COUNT EIGHT**

20 NEGLIGENCE

21 131. Colvin repeats the answers provided above.

22 132. Colvin lacks sufficient knowledge, information or belief to admit or deny  
23 the allegations and therefore denies the same.

24 133. Denied.

25 134. Denied.

26 135. Denied.

27 136. Denied.

1 137. Denied.

2 138. Denied.

3 139. Denied.

4 **COUNT NINE**

5 INTENTIONAL MISREPRESENTATION

6 140. Colvin repeats the answers provided above.

7 141. Colvin lacks sufficient knowledge, information or belief to admit or deny  
8 the allegations and therefore denies the same.

9 142. Denied.

10 143. Denied.

11 144. Denied.

12 145. Denied.

13 146. Denied.

14 147. Denied.

15 **COUNT TEN**

16 NEGIGENT MISREPRESENTATION

17 148. Colvin repeats the answers provided above.

18 149. Colvin lacks sufficient knowledge, information or belief regarding the  
19 allegations and therefore denies the same.

20 150. Denied.

21 151. Denied.

22 152. Denied.

23 153. Denied.

24 **COUNT ELEVEN**

25 UNJUST ENRICHMENT

26 154. Colvin repeats the answers provided above.

27 155. Colvin lacks sufficient knowledge, information or belief regarding the

1 allegations and therefore denies the same.

2 156. Denied

3 157. Denied.

4 158. Denied.

5 159. Denied.

6 **COUNT TWELVE**

7 **TORTIOUS INTERFERNCE WITH CONTRACT**

8 160. Colvin repeats the answers provided above.

9 161. Colvin lacks sufficient knowledge, information or belief regarding the  
10 allegations and therefore denies the same.

11 162. Colvin lacks sufficient knowledge, information or belief regarding the  
12 allegations and therefore denies the same.

13 163. Colvin lacks sufficient knowledge, information or belief regarding the  
14 allegations and therefore denies the same.

15 164. Denied.

16 165. Denied.

17 166. Denied.

18 **COUNT THIRTEEN**

19 **CIVIL CONSPIRACY**

20 167. Colvin repeats the answers provided above.

21 168. Colvin lacks sufficient knowledge, information or belief regarding the  
22 allegations and therefore denies the same.

23 169. Colvin lacks sufficient knowledge, information or belief regarding the  
24 allegations and therefore denies the same.

25 170. Denied.

26 171. Denied.

27 172. Denied.

1 173. Denied.

2 174. Denied.

3 **GENERAL DENIAL**

4 175. All allegations not specifically admitted herein are hereby denied in their  
5 entirety.

6 **AFFIRMATIVE DEFENSES**

7 1. As and for a separate defense, all acts were performed in the course and  
8 scope of employment.

9 2. As and for a separate defense, no intent to defraud.

10 3. As and for a separate defense, assumption of risk.

11 4. As and for a separate defense, contributory or comparative negligence.

12 5. As and for a separate defense, economic loss rule.

13 6. Defendants place Plaintiff on notice that it may raise the possible affirmative  
14 defenses set forth in Rule 8(d), Ariz.R.Civ.P. which, through subsequent discovery, may  
15 be supported by the facts.

16 WHEREFORE, having answered Plaintiff's Complaint, Defendants pray for  
17 judgment of the Court as follows:

18 A. That Plaintiff's Complaint be dismissed, and that Plaintiff take nothing  
19 thereby;

20 B. That Defendants be awarded her reasonable attorneys' fees and cost, and;

21 C. For such other and further relief the Court deems proper and just.

22 DATED this 22<sup>nd</sup> day of September 2023.

23  
24 **LAW OFFICE OF NINO ABATE, PLC**

25  
26 By: /s/ Nino Abate  
27 Nino Abate, Esq.

28 Attorney for Defendants Brian and Corrina Colvin

## **CERTIFICATE OF SERVICE**

I hereby certify that on this 22nd day of September 2023, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing, with transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

By: /s/